

## **REMARKS**

Claims 1-34 are pending.

Claims 1-34 stand rejected.

Claims 29-34 have been cancelled without prejudice or disclaimer of the subject matter recited therein.

Claims 35-46 have been added.

### **Provisional Claim Rejections - 35 U.S.C. § 101**

Claims 1-34 stand *provisionally* rejected under 35 U.S.C. § 101 for same invention type double patenting in view of claims 1-34 of copending U.S. Patent Application No. 09/770,522. Applicant will be amending and/or canceling claims in U.S. Patent Application No. 09/770,522 to overcome the 35 U.S.C. § 101 *provisional* rejection.

### **Drawings**

The drawings are objected to as failing to comply with 37 C.F.R. § 1.84(p)(5) because:

they do not include the following reference sign(s) mentioned in the description: “400” in Fig. 4, “600” in Figs. 6A and 6B, Fig. 6, and Fig. 7A.” “It seems that there is a typographical error in the disclosure in mentioning Fig. 6 instead [of] Fig. 6A and 6B. “Similarly, there is a typographical error in the disclosure in mentioning Fig. 7A instead [of] Fig. 7. Office Action para. 2.

Applicant respectfully submits that the present application does not recite “400”, “600”, or “7A”. Furthermore, there are no Figs. 6A and 6B or any references thereto contained in the present application. Accordingly, Applicant respectfully submits that no correction is required because no error is present. If the Examiner maintains the objection, Applicant respectfully requests the Examiner to identify the page and line number that contains the error. (Note, it appears that the objection may have been inadvertently carried over from co-pending U.S. Patent Application No. 09/770,522). (Applicant makes no comments herein with regard to the accuracy

or inaccuracy of any objection pertaining to co-pending U.S. Patent Application No. 09/770,522)).

The drawings are also objected to because the “bottom margins are not acceptable for drawings 13-21, 23, 24A, 25-26, and 28B.” Applicant’s current attorney did not file the original drawings and cannot verify their margins. Accordingly, Applicant submits herewith replacement drawings 13-21, 23, 24A, 25-26 having margins of at least top=1 in., left=1 in., right=5/8 in., and bottom=3/8 in. in accordance with 37 C.F.R. § 1.84(g). Applicant has not submitted a replacement Figure 28B because the present application does not contain a Figure 28B.

In light of the above remarks, Applicant respectfully requests withdrawal of the objections to the drawings.

### **Claim Objections**

Claims 29-34 are objected to for various informalities. Claims 29-34 have been cancelled without prejudice or disclaimer of the subject matter recited therein.

### **Claim Rejections - 35 U.S.C. § 112**

Claims 1-28 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The first basis for rejecting claims 1-28 under 35 U.S.C. § 112 is that:

the limitation, “associating a subportion of said plurality of addresses with an identification code” is directed to creating a database software and therefore is unclear as how this setup of creating a database software can be implemented while performing the other process steps of displaying information including price, agreeing to said offered price and changing said agreed price. The step of creating a database software is a pre-established function, and not integrally functional with the rest of the process steps. Office Action para. 4. (emphasis added).

Claims 1, 8, and 22 have been amended to recite:

agreeing [“permit agreement” (claim 8)] to said first offered price data by transmitting said information to the server for storage in a subportion of said plurality of server addresses, wherein the subportion of said plurality of server addresses are associated with an identification code corresponding to a user of the browser, wherein the agreed to offered price data defines agreed price data.

Claim 15 recites:

code to associate a subportion of said plurality of server addresses with an identification code corresponding to said client system.

Applicant is unclear by what is meant by the Examiner’s statement that ““associating a subportion of said plurality of addresses with an identification code” is directed to creating a database software.” (emphasis added). The claims do not recite “creating a database software”. Nevertheless, as explained below Applicant respectfully submits that the applicable portions of claims 1-28 comply with the requirements of 35 U.S.C. § 112, para. 2. (If the below explanation is insufficient to overcome the rejection, clarification of the rejection is respectfully requested).

Having a “subportion of said plurality of server addresses [] associated with an identification code corresponding to a user of the browser” is an integral part of the invention of claims 1-14 and 22-28. “[C]ode to associate a subportion of said plurality of server addresses with an identification code corresponding to said client system” is an integral part of the invention of claims 15-21. For example, the present application provides an example embodiment that illustrates the integral nature of this function by reciting:<sup>1</sup>

In this manner, a user may be associated with a subportion of the addresses in the address space of HTTP server 10a, and referred to herein as a Virtual Garage™. To restrict access to the aforementioned subportion of addresses, a code that corresponds to the user is associated with the Virtual Garage™. Present application, p. 12, lns. 7-10. See also, for example, steps 204 and 206 of Figure 27 and p. 19, lns. 25-29.

Thus, for example, the present invention allows a user to have a restricted area of the server to store information including agreed price data. Now, the user and server are in synch with agreed price data.

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<sup>1</sup> Note, the present invention is defined by the claims and not limited to specific embodiments in the ‘non-claim’ portions of the present application.

The second basis for rejecting claims 1-28 under 35 U.S.C. § 112 is that:

It is unclear if the offered price data and the agreed price data are [the] same or different. If different then what are the differences. If the agreed price data is a specially reduced/negotiated price different from the offered price. If the offered price data and the agreed price data are same then what is the need to change the agreed price data to the offered price data after a predetermined event. Office Action, para. 4.

Independent claims 1, 8, 15, and 22 now recite “first offered price data”, “agreed price data”, and “second offered price data”. In one embodiment, by agreeing to the first offered price data, the user creates agreed price data that matches the first offered price data. However, in one embodiment, after an event the agreed upon price data may no longer be ‘agreed upon’. For example, after expiration of a predetermined amount of time, the price of the product may change, thus producing second offered price data that can differ from the agreed price data. In another example, if a product specification changes, such as changing the trim associated with an automobile, before the user agrees to purchase the product, the agreed price data may no longer be ‘agreed upon’. Thus, the agreed price data is changed to a second offered price data. See, for example, the present application p. 19, ln. 27 through p. 20, ln. 14.

In light of the remarks presented herein, Applicant respectfully requests withdrawal of the rejection.

### **Claim Rejections - 35 U.S.C. § 102**

Claims 29-34 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 5,844,554 issued to Geller.

Claims 29-24 have been cancelled without prejudice or disclaimer of the subject matter recited therein.

### **First Claim Rejections - 35 U.S.C. § 103**

Claims 1-3, 6-10, 13-17, 20-24 and 27-28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,125,352 issued to Franklin (referred to herein as “Franklin”), and further in view of U.S. Patent No. 6,604,093 issued to Etzion (referred to herein as “Etzion”). Applicant respectfully traverses the rejection.

*Franklin* addresses the problem of computer-based shopping systems that do not allow storage of production information on the client-side consumer computer. More specifically, *Franklin* states that:

Some computer-based shopping systems currently exist which allow the user to selectively store product information (and various other types of "shopping-state" information) for subsequent recall and use. This allows the user to rapidly bring up the information viewed during previous visits to the merchant site, and to essentially continue the shopping session where the user left off. Unfortunately, these systems generally store the product information on the server side only (e.g., on the merchant Web site), and do not include the necessary client and server software components for allowing the user to selectively store the product information on the consumer computer. *Franklin*, col. 1, lns. 47-58.

On page 10 of the Office Action, the Examiner states that *Franklin* col. 8, ln. 58 through col. 9, ln. 14 teaches "agreeing to said offered price data by storing said information in a subportion of plurality of addresses with an identification code defining agreed price data." *Franklin* specifically states that "commerce client 122 caus[es] information about the selected merchant A refrigerator, including the attributes selected, to be stored in a gathered products database 148." *Franklin*, col. 8, ln. 67 through col. 9, ln. 3. Referring to Figure 1 of *Franklin* "gathered products database 148" is clearly located on the client-side consumer computer. Thus, *Franklin* directly teaches against the present invention of claims 1, 8, and 22, which recite "agreeing [“permit agreement” (claim 8)] to said first offered price data by transmitting said information to the server for storage in a subportion of said plurality of server addresses." (emphasis added). Similarly, *Franklin* teaches against "code to store said information in said subportion of said plurality of server addresses" as required by claim 15. (emphasis added).

Furthermore, although *Franklin* recites that currently existing "systems generally store the product information on the server side only (e.g., on the merchant Web site)," there is no information in *Franklin* that teaches or suggests that 'currently existing systems' facilitate "agreeing [“permit agreement” (claim 8)] to said first offered price data by transmitting said information to the server for storage in a subportion of said plurality of server addresses" or "code to store said information in said subportion of said plurality of server addresses" as required by claim 15.

Thus, Applicant respectfully submits that *Franklin* is incapable of teaching the present invention since *Franklin* teaches storing product information on the client side only which presumably precludes “agreeing” or “agreement” to “said first offered price.” Furthermore, it would be improper to combine the invention related teachings of *Franklin* and the teachings of the prior art recited by *Franklin* because they are inapposite, and, thus, the motivation to combine the references is missing, i.e. *Franklin* finds fault with the prior art in that “Unfortunately, these systems generally store the product information on the server side only” and *Franklin* teaches product related information in a client-side consumer database.” *Franklin*, col. 1, lns. 53-54 and *Franklin*, , col. 8, ln. 67 through col. 9, ln. 3.

Additionally, the Examiner states that:

*Franklin* does not disclose changing the agreed price data to said offered price data in response to a predetermined event. However, *Etzion* teaches changing the agreed price data to said offered price data in response to a predetermined event (see at least [*Etzion*], col. 1, lns. 10-31, “Reactive systems is a term that is used generally to refer to computer applications that detect, evaluate and respond to events. Such events may include substantially any occurrence of interest that is detected by the computer, such as a change in the price of a stock, the beginning of a banking transaction, change of an entry in a database or a suspected fault in a computer or communication system. The timing, sequence and content of these events are generally not known in advance.)” Office Action p. 11-12 quoting *Etzion*, col. 1, lns. 10-31. (emphasis added).

Applicants respectfully submit that neither *Franklin* (as stated by the Examiner) nor *Etzion* teach or suggest actually “changing [“to change” (claim 15)] said agreed price data to a second offered price data in response to an event” as recited by claims 1, 15, and 22 or that “said agreed price data changes to second offered price data in response to an event” as recited by claim 8. (emphasis added). The teachings of *Etzion* explicitly only relate to computer applications that “detect, evaluate and respond to events.” Thus, even assuming (without admitting) that it is proper to combine *Franklin* and *Etzion*, the combination of *Franklin* and *Etzion* teaches computer applications that “detect, evaluate, and respond to events” but the combination contains no teachings or suggestions relating to actually “changing” anything. Even more specifically, the combination of *Franklin* and *Etzion* does not teach or suggest ““changing [“to change” (claim 15)] said agreed price data to a second offered price data in response to an

event" as recited by claims 1, 15, and 22 or "said agreed price data changes to second offered price data in response to an event" as recited by claim 8. (emphasis added).

Accordingly, Applicant respectfully submits that independent claims 1, 8, 15, and 22 are allowable for at least the foregoing reasons.

Additionally, Applicant respectfully submits that claims dependent (directly or indirectly) upon independent claims 1, 8, 15, and 22 are allowable for at least the same reasons as the independent claim upon which each depends.

Also, Applicant respectfully submits that new claim 39 and claims dependent therefrom are allowable for at least the same reasons as independent claims 1, 8, 15, and 22. Claim 39 recites:

A method of operating a server computer system for determining a price of a product, said server computer system having a plurality of addresses associated therewith and said server computer system is in data communication over a network with at least one client system employing a browser application, the method comprising:

for each client computer system

providing display information to said browser application concerning said product, said information including a first offered price data of said product;

associating a subportion of said plurality of server addresses with an identification code corresponding to said client system;

receiving said information from said client computer system indicating an acceptance of said first offered price data;

storing said information in said subportion of said plurality of server addresses,

wherein the accepted offered price defines agreed price data; and

changing said agreed price data to second offered price data in response to an event. (emphasis added).

### **Second Claim Rejections - 35 U.S.C. § 103**

Claims 4-5, 11-12, 18-19, and 25-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,125,352 issued to Franklin in view of U.S. Patent No. 6,604,093 issued to Etzion, and further in view of U.S. Patent No. 6,282,517 issued to Wolfe et al. Applicant respectfully traverses the rejection.

Applicant respectfully submits that claims dependent (directly or indirectly) upon independent claims 1, 8, 15, and 22 are allowable for at least the same reasons as the independent claim upon which each depends.

## CONCLUSION

In view of the amendments and remarks set forth herein, the application is believed to be in condition for allowance and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the examiner is requested to telephone the undersigned.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Fee Amendment, COMMISSIONER FOR PATENTS, P.O. Box 4150, Alexandria, VA 22313-1450, on July 13, 2004.



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Date of Signature

Respectfully submitted,



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